

WAIVER OF SERVICE OF SUMMONS

TO: BRAGAR WEXLER & EAGEL, P.C.
885 Third Avenue, Suite 3040
New York, NY 10022


I acknowledge receipt of your request that I waive service of a summons in the action of TERRY KLEIN, derivatively on behalf of LSB INDUSTRIES, INC. V. MCCARTHY et al 07 Civ. 8710(LTS) in the United States District Court for the Southern District of New York. I have also received a copy of the complaint in the action, two copies of this instrument and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after October 11, 2007, or within 90 days after that date if the request was sent outside the United States.

10/18/07
Date


Signature
Printed/typed name: David M. Shear
as General Counsel + Secretary
of LSB Industries, Inc.

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant who, after being notified of an action and asked to waive service of a summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.